



Bruce Clark, Kankakee County Clerk

Please note the submission location is:

## Kankakee County Finance Department

189 E. Court St – 3rd Floor  
Kankakee, IL 60901

Contact information for Kankakee County Clerk is:

### Finance Department

Phone 815-936-5580

Email: [smccarty@k3county.net](mailto:smccarty@k3county.net)

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.



Department: County Clerk	Submitted By:
Attn: Bruce Clark	
<u>RFP Description</u> Electronic Pollbooks and Poll Site Management System	Deliver to: Kankakee County <b>ATTN: FINANCE DEPARTMENT</b> 189 E. Court Street – 3rd Floor Kankakee, IL 60901
<u>RFP Due Date*</u> July 20, 2015 at 4:30pm	

**Kankakee County, Illinois**  
**REQUEST FOR PROPOSALS**  
**Electronic Pollbooks and Poll Site Management System for Kankakee County, IL**

**OVERVIEW:** The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm for the acquisition, installation, training, and digital conversion of paper poll-books used at voting sites and necessary workflow for processing voters at Early Voting and on Election Day. Respondents should also provide poll site management and monitoring systems to be used by elections administrators to communicate and facilitate trouble shooting from a central location. The response to this RFP is to include the hardware necessary to operate the system, although the County Clerk may opt to acquire some or all of the hardware components separately from the RFP.

**GENERAL REQUIREMENTS:** Proposers are to submit sealed proposals, which will be **opened and evaluated in private**. Please submit one (1) original and one (1) electronic version of your proposal on a CD or flash drive.

**SUBMISSION LOCATION:** Kankakee County  
Finance Department  
189 E. Court Street, 3rd Floor  
Kankakee, IL 60901

**SUBMISSION DATE:** **July 20, 2015 at 4:30 p.m. CST**  
Proposals received after the submittal time will be rejected and unopened.

**CONTACT:** Should the proposer require additional information about this RFP, please submit via email to [smccarty@k3county.net](mailto:smccarty@k3county.net) .All questions shall be submitted no less than seven (7) days prior to the RFP opening date.

**NOTE TO PROPOSERS:** Any and all exceptions to these specifications **MUST** be clearly and completely indicated on the PRICING SHEET. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your proposal to be disqualified.

If a Proposal includes any exceptions, Proposers must insert an "X" in the following box indicating a RFP submission with exceptions.

## TABLE OF CONTENTS

The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

1. Cover Sheet (pg. 1-3)
2. General Terms and Conditions (pg. 4-8)
3. Scope of Services (pg. 9)
4. Specifications and Technical Requirements (pg. 10-16)
5. Submittal Requirements (pg. 17-18)
6. Evaluation Criteria (pg. 19)
7. Price Proposal (pg. 20)
8. General Information (pg. 21)
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10. Qualifications (pg. 23)
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**1. Negotiations**

Kankakee County reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

**2. Confidentiality**

Proposals are subject to the Illinois Freedom of Information Act. Kankakee County and the Kankakee County Clerk's office are subject to the Freedom of Information Act (FOIA) and the Open Meetings Act.

**3. Reserved Rights**

Kankakee County reserves the right at any time and for any reason to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, to accept an alternate proposal, or to award a portion of the proposal or portions to different vendors. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the proposer, the County has one hundred and eighty days (180) days to accept. The County may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

**4. Incurred Costs**

Kankakee County will not be liable for any costs incurred by respondents in replying to this RFP.

**5. Award**

Award shall be made to the responsible proposer whose proposals are determined to be the most advantageous to the County based on the evaluation criteria set forth herein.

**6. Pricing**

The Proposer shall submit a price based on the proposal price sheet included in this request for proposal. The price must include all equipment, software, installation, training, software/hardware maintenance, and emergency service calls on all equipment being installed.

**7. Discussion of Proposals**

Kankakee County may conduct discussions with any proposer who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other proposer.

**8. Invoice & Payments**

The Proposer shall submit invoice(s) detailing the services provided in accordance with the payment provisions of this contract. All payments shall be made in accordance with the Local Government Prompt Payment Act.

**9. Contract Period**

The contract will commence upon final execution. The Proposers shall submit a schedule showing the actual completion date to be submitted to the County for approval. At the end of any contract term, Kankakee County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. At the end of any contract year, this agreement is subject to the appropriation of sufficient funds.

**10. Termination**

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Proposer shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Proposer's default, the County shall be entitled to purchase substitute services elsewhere and charge the Proposer with any or all losses incurred, including attorney's fees and expenses.

**11. Responsibility & Default**

The Proposer shall be required to assume responsibility for all items listed in this Request for Proposals. The successful proposer(s) shall be considered the sole point of contact for purposes of this contract.

**12. Interpretations or Correction of Request for Proposals**

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for Proposals. Interpretation, correction and changes to the Request for Proposals will be made by addendum. Interpretation, corrections or changes made in any other manner will not be binding.

**13. Additional Information**

Should the proposer require additional information about this RFP, please submit questions via email to [smccarty@k3county.net](mailto:smccarty@k3county.net). All questions shall be submitted no less than seven (7) days prior to the RFP opening date. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a proposer to improperly submit a proposal.

**14. Addendum Acknowledgement**

Any and all changes to the specifications and terms and conditions of this RFP are valid only if they are included by addendum issued by Kankakee County. Proposers shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from obligation under this RFP as submitted. All addenda as issued shall become part of the RFP documents. It is the vendor's responsibility to check for addendums, posted on the website at <http://www.kankakeecountyclerk.com/press> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum issued within three business days of the submittal due date.

**15. Jurisdiction, Venue, Choice of Law**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 21st Judicial Circuit Court, State of Illinois.

**16. Taxes**

The County is exempt from paying certain Illinois State Taxes.

**17. Change In Status**

The Proposer shall notify Kankakee County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Kankakee County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

**18. Hold Harmless Clause**

The Proposer agrees to indemnify, save harmless and defend Kankakee County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Kankakee County, its agents, servants, or employees or any other person indemnified hereafter.

**19. Precedence**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Specifications; Kankakee County General Terms & Conditions, Kankakee County Request for Proposal Terms & Conditions, and the Proposer's Proposal Response.

**20. Exceptions**

Any and all exceptions taken by Proposer to the terms of this RFP are to be identified in writing and included in the list of submittals.

**21. Independent Contractor**

The Proposer is an independent contractor and no employee or agent of Proposer shall be deemed for any reason to be an employee or agent of Kankakee County. The County reserves the right to disapprove of any employee.

**22. Non-Discrimination**

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Proposer shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

**23. Assignment**

The Proposer shall not assign this contract of any part thereof, without prior written consent of Kankakee County Purchasing Division.

**24. Dispute Resolution**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Kankakee County Purchasing Ordinance.

**25. Non-Enforcement by the County**

The Proposer shall not be excused from complying with any of the requirements of the Contract because any of failure on the part of the County, on any one or more occasions, to insist on the Proposer's performance or to seek the Proposer's compliance with any one or more of said terms and conditions.

**26. Joint Purchasing:**

- A. The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder or proposer. The bidder or proposer agrees that Kankakee County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder or proposer further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders or proposers and governmental units shall be resolved between the immediate parties.
- B. The bidder or proposer and the other governmental units may negotiate such other and further terms conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder or proposer and the other governmental unit.
- C. The bidder or proposer shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.

**27. Insurance *Please submit with your proposal***

The Proposer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Proposer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Proposer's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Kankakee County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Excess/ Umbrella Liability

The Proposer's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Liability Insurance Conditions

Proposer agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Proposer's insurance shall be primary in the event of a claim.
- c) Proposer agrees that with respect to the above required insurance, Kankakee County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Kankakee County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

Kankakee County  
Finance Department  
189 E. Court St  
3rd Floor  
Kankakee, Illinois 60901  
**Attn: Steve McCarty, Kankakee County Finance Director**

Failure to Comply: In the event the Proposer fails to obtain or maintain any insurance coverage required under this agreement, Kankakee County may purchase such insurance coverage and charge the expense to the Proposer.

**28. Reporting Requirements**

All awarded vendors will identify and report the type of ownership L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Kankakee County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regards to their home address and ethnicity. Kankakee County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

**29. Preparation Cost**

All Costs associated with preparing an RFP shall be borne by the Proposing firm.

**30. Joint Venture**

Where two or more Proposers desire to submit a single proposal in response to the RFP, they must do so on a prime/subcontractor basis rather than as a joint venture. Kankakee County reserves the right to contract with either a single firm or multiple firms but will not contract with multiple firms doing business as a joint venture.

**31. Personal Examination**

Proposers are required to satisfy themselves, by personal examination of the site as to work involved and of the difficulties likely to be encountered in the performance of work under this contract. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for failure to or omission on the part of the Proposer to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation.

**32. Source Code**

The Selected proposer shall place source code for the software modules licensed by the County in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by the County at no additional cost to the County). The source code shall be kept current with the releases/versions of the software in live use at the County. The source code shall revert to the County for the County's use if the Proposer files for bankruptcy or protection from creditors in a court of law. The County shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the Proposer going out of business or no longer supporting the software being licensed, the Proposer shall provide appropriate source code to the County. The same applies if the Proposer is merged or acquired and the software is no longer supported. Once the County obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

**33. No Malware**

The Contractor must warrant and represent that any Software provided by the Contractor to the County under this Contract shall contain no software mechanisms, techniques or devices designed to disrupt, disable or stop its processing of data or other performance in accordance with Specifications.



**SCOPE OF SERVICES**

**Project Scope**

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm for the acquisition, installation, training, and digital conversion of paper poll-books used at voting sites and necessary workflow for processing voters and voter registration at Early Voting and on Election Day. Respondents should also provide poll site management and monitoring systems to be used by elections administrators to communicate and facilitate trouble shooting from a central location. Additionally, respondents should include any equipment and associated costs for “ballot on demand” or “touch-screen” voting process that may be used in a universal voting site.

The response to this RFP is to include the hardware necessary to operate the system(s) and pricing for up to 160 units to be deployed at the various polling locations, although the County Clerk may opt to acquire some or all of the hardware components separately from the RFP.

**Background**

The Kankakee County Clerk is the Election Authority for Kankakee County. Kankakee County conducts all general, primary and special elections for over 60,000 registered voters. There are 71 precincts in 17 townships with 8 full time staff. All employees work to some degree in the Elections department dedicated to preparing and administering the different facets of the Elections process. The Clerk’s office receives approximately 150 voter applications per week, with that number increasing to 1,000 during peak election cycles.

Our election management consists of over 400 Election Judges, Election Day volunteers, 67 voting locations, and 2 early voting locations in addition to the Clerk’s office. The Clerk’s office inventory includes approximately 100 Diebold OS tabulators and 100 Diebold TS machines.

The Kankakee County Clerk’s office uses GEMS as its election management system and VOTEC’s VEMACS as its voter registration system.

**Proposed Timeline**

Kankakee County has established the following timeline. Proposers should reference this timeframe in their implementation plan as part of the submittal requirements.

RFP Due	7/20/15
Initial Review of Proposal’s	7/21/15 –7/28/15
Short List Interviews (if necessary)	7/31/15
Contract Negotiation	8/3/15 – 8/8/15
Present to Community Services Committee	August meeting
Present to Finance Committee	August meeting
Present to Board for Approval	9/8/15
Contract Commencement	9/22/15
Full Implementation of System	12/31/15

**Electronic Pollbooks and Poll site Management System Requirements**

**Below are the minimal feature requirements for the proposed solution. This list is not all-inclusive.**

1. Conform to the State of Illinois implementation plan of the Help America Vote Act of 2002(HAVA), the National Voter Registration Act of 1993 (NVRA) and the Voter Registration mandates of the State of Illinois.
2. A method of providing poll workers with general information regarding voting and Election Day procedures so that they may appropriately address and resolve, without outside intervention, common problems and questions occurring in the polling place (a "help desk" of FAQ solutions that can operate online or offline).
3. A method of message broadcasting from the Kankakee County Clerk's office and/or multi-directional messaging between Kankakee County Election Administration, poll workers and field representatives.
4. A method of providing poll workers with the ability to account for all ballots delivered, all ballots cast, all spoiled ballots and all ballot applications and to create an end-of-the-day reconciliation statement.
5. A method of tracing searches and edits to the system, including who performed the operation.
6. For purposes of voter registration in the polling site, provide data field verification including, suffix, gender, date of birth (must be 18 by the next general election), citizenship code and township number. The legal address must be verified as being in Kankakee County.
7. Provide capabilities for processing and tracking provisional ballots and all information associated with the individual voter casting provisional ballot, including name, address and ballot tracking number.
8. Provide procedures for system setup, configuration, login, verification and activation at polling places and at the Kankakee County Clerk's office.
9. Provide single, secure carrying case for all components to be transported to voting site and comprehensive setup and take-down procedures for pollworkers.
10. Provide operational steps for trouble shooting on site and remotely.
11. Provide for bar code reading of voter certificates and/or Illinois Driver's license or State ID.
12. Provide complete procedures for processing voters.
13. Provide search capabilities on all data fields. List which data fields have "wild card" search capabilities.
14. Provide for statistical reports and demographics of precinct and polling place processing.
15. Provide a method to report transaction statistics by operator.
16. Provide details and procedures for printing labels or receipts such as voter precinct ballot information and area for voter to sign for comparison by election judges.
17. Provide methods to execute queries on the pollbook database allowing for full County or polling site searches.
18. Provide an intuitive, user friendly, interface that is [can be] customized to meet the specific needs and procedures of the Kankakee County Clerk's Office.

19. Include the hardware necessary to support the operation of the system to include the file server, scanner(s), and any upgrade to the workstations that may be necessary. Include specifications for database server and file server hardware components, as well as database software that is specific to the solution.
20. Provide for software maintenance, training, installation, and configuration of solution.
21. Provide various levels of security allowing for limited access by assigned staff and unlimited access for supervisors.
22. Provide the capability to utilize prompted electronic data transfer to and from EIMS servers and to receive data electronically between pollsites in real time. If not in real time, please note the time interval between data updates.
23. Provide data conversion from our existing software application (EIMS) to the proposed application. The proposer shall provide assistance in identifying the data elements and the association with the data elements in the proposed software.
24. Provide a method for transfer of voting and registration information to Kankakee County's Election Management system (EIMS) and for post-election voter history upload.
25. Comply with all State of Illinois and Federal regulations. The proposer's ability to constantly be aware of, and the software being modified in a timely manner, as required to comply with all State and Federal regulations and legislative changes as they occur.

#### **Functional Requirements; Deliverables**

**At a minimum, a selected Vendor will be required to furnish a solution that provides the following:**

- (a) A method to electronically list, search, identify and authenticate eligible voters, including the ability to have voter signatures compared, on Election Day or at early voting and grace period polling places, thereby eliminating the need to print paper poll books.
- (b) A method to verify precinct assignment for any voter in the county or any address in the county and redirect voters to correct polling place location, if necessary.
- (c) A method to ensure that updated voter registration information can be communicated to poll workers on any day or days on which voting is being conducted in as near to real-time as feasible, including, but not limited to, whether an individual had already voted, where that individual voted, and by what method that individual voted and the status of the ballot.
- (d) A method to ensure that a voter is properly identified by the correct ballot style according to his or her residence address so that the voter is given the correct ballot containing all offices, candidates and public questions pertaining to the political subdivision, district, ward or precinct in which the voter is eligible to vote.
- (e) A method to electronically record in as close to real time as possible the fact that a voter has cast a ballot in an election, whether on Election Day, during early voting or during grace period voting, and update voter history.
- (f) A method to electronically identify, list and communicate in as close to real time as possible to poll workers and to the central office all voters who may have previously cast a ballot in the same election, whether on Election Day or by absentee ballot, by early voting ballot or by grace period ballot so as to prevent such voter from casting another ballot in the same election.

- (g) A method to allow Kankakee County’s election administrative staff and poll workers to share, in real time, voter registration information and voting history.
- (h) Provide the details of data security management in your system.
- (i) A system that will be compatible with Kankakee County’s voter registration and election management system.
- (j) A system that will be compatible with an assortment of commercial off-the-shelf (“COTS”) equipment.
- (k) A system that is well documented and will enable the County Clerk’s office staff to assume in-house set-up, operations and maintenance, subject to applicable license agreements.

**In addition, it is highly desirable that any system or solutions provide:**

- (n) A method of providing poll workers with general information regarding voting and Election Day procedures so that they may appropriately address and resolve, without outside intervention, common problems and questions occurring in the polling place (a “help desk” of FAQ solutions that can operate online or offline).
- (o) A method of providing poll workers with the ability to track time and attendance.

**Hardware and Network Requirements**

**Provide a detailed description of hardware and network product(s), including:**

- (a) All relevant information, including physical descriptions, model numbers, and part numbers, concerning components such as, but not limited to, laptops, tablet computers, printers, cables, connectors, servers, internet connectivity, etc.
- (b) A description of single, secure, sturdy, carrying case for all components with simple set-up for pollworkers.
- (c) Whether a component is proprietary to the Vendor or whether the component is a commercial off-the-shelf (COTS) product.
- (d) A description of any additional equipment that Vendor recommends, but which is not required as part of the system, including, but not limited to signature pads, bar code scanners, additional printers, etc.
- (e) Whether components are available for purchase, for lease, or with an option for lease-purchase Information regarding financing and/or leasing

**Software and Database Requirements**

**Vendor must describe:**

- (a) Whether the voter registration database will reside on the electronic poll book, be accessed remotely or be available through a combination of sources.

- (b) Whether the voter registration data will be limited to those voters residing in the polling place or whether poll workers will be able to access voter registration information for voters in the entire county, including what information fields will be available to poll workers.
- (c) If the voter registration database is to be loaded and reside on the electronic poll book,
  - (i) how the data will initially be loaded;
  - (ii) the timeframe for the data to be loaded; and
  - (iii) how long will it take to load.
- (d) How updated voter registration and voting information will be transmitted/transferred to e-pollbooks at all voting sites and made accessible to poll workers on all days when voting will be conducted, including
  - (i) whether such access will be done remotely through the internet or locally using a USB or storage device;
  - (ii) whether the update will be done automatically(pre-scheduled) or manually and whether either method may be “over-ridden”;
  - (iii) how long it will take to update the data; and
  - (iv) how often the data will be updated.
- (e) How the electronic poll book will synchronize data with the Kankakee County Clerk’s voter registration management system.
- (f) How the electronic poll book system will prevent duplicate voting if the voter has already voted by mail ballot, by early voting, by grace period voting or by voting on Election Day.
- (g) Whether the proposed system complies with the emerging standard for Election Markup Language (EML - IEEE standard P1622) and how such standards fit into Vendor’s overall product development. If not, explain why compliance with the standard is not important.
- (h) How corrections are made in the event of election worker error in processing voters.

**System Security**

**Vendor must describe:**

- (a) Encryption and other security measures in place to protect data if the proposed system involves Internet or cloud based transmission of data to and from local electronic poll book components.
- (b) Access control methods, password protection and login access levels.
- (c) Internet intrusion detection and control protocols if any part of the system uses any network connections. If third party testing is done, include name and contact information for such third party and at least one sample test results report from that third party.
- (d) If any component in the proposed system will accept USB or SD card input, how will system identify and prevent foreign self-executing code and how components can be limited to accepting only pre-approved USB or SD card devices.

## **Operational Steps**

### **Vendor must describe:**

- (a) Detailed processes (including system steps, configuration settings, login and verification steps) for setting up and activating proposed system at early voting sites and on morning of Election Day, both in polling places and at central office location.
- (b) Procedures to follow when voter name is not found in the system, including alternate search methods.
- (c) Procedures to follow when the system indicates the voter has already cast a ballot, including required affidavits and a method to reset the status of the voter by County Clerk staff or polling site manager.
- (d) Procedures for identifying where a voter should be voting if in the incorrect precinct, including solutions for directing the voter to the correct polling place location and/or procedures for processing a provisional ballot.
- (e) Procedures allowing the voter to cast a ballot with an alternate style than assigned when validated by the County Clerk's Office.
- (f) How the system utilizes and displays a voter's signature from the County Clerk's voter registration database (EIMS), how such signatures are made accessible to poll workers, what access limitations exist, how signature comparisons are conducted, and options for how the system can capture a voter's signature electronically in the polling place using tablets or signature pads. Include procedures if no signature is found in voter registration database.
- (g) How the system displays voters whose registration status is listed as "inactive," "pending," or cancelled
- (h) How the system identifies, tracks and records information for voters who cast a provisional ballot both at the voting site and the County Clerk's office.
- (i) How the system will support other management functions in the polling place, including
  - (i) Time sheets for recording poll workers' time and attendance;
  - (ii) Operational checklist for poll workers to assist them in following all proper steps for opening, operating and closing the polls on Election Day;
  - (iii) Reconciliation of ballots and ballot applications after the closing of the polls.
- (j) How the system will guide the user through simple technical problems.
- (k) How the system would guide a voter who is not in the system to the correct precinct if that voter was registered.

## **Reporting**

### **Vendor must describe:**

- (a) All standard reports that the system can generate (provide sample copies of such reports).
- (b) How custom reports can be designed.
- (c) How the system can be audited, both locally and at the central office location, and what audit reports can be generated.
- (d) Any post-election tools and reports that can assist Election Administrators in conducting post-election discovery recount and/or election contest proceedings.
- (e) Whether reports are searchable and amenable to queries.

- (f) Web pages or 'internet reports' that are available, as well as an explanation of the process of getting these reports to the net and how long it takes to get the data to the internet.

### **Implementation, Training & Support**

#### **Vendor must describe:**

- (a) Detailed project plan to implement the system, specifying the tasks to be completed, the individual or entity responsible for implementing the system, the estimated time needed to implement the system and a schedule, including milestone dates for completion of specific tasks and of the entire system.
- (b) Detailed specifications for acceptance testing of the system under full Election Day conditions and for different types of election (e.g., primaries, general, runoff elections).
- (c) Required level of support that the County Clerk's office must provide, both during the initial implementation of the system and for ongoing maintenance and support.
- (d) County Clerk's staff training provided by Vendor, including content, number of hours offered, number of people trained, and training documentation.
- (e) Level of technical support to be provided by Vendor for the first 2 county-wide elections including early voting, grace period voting and election day. The County Clerk's office should be provided documentation and technical training to be able to support the system without Vendor's assistance in future elections. Kankakee County reserves the right to seek assistance for future elections as necessary.
- (f) Help desk support hours (including holidays, evenings and weekends) and emergency phone numbers.

### **Maintenance & Upgrades**

#### **Vendor must describe:**

- (a) Vendor's standard maintenance and upgrade schedule for new system releases and patches, including any additional costs associated with maintenance and upgrades.
- (b) Vendor's level of support if Kankakee County elected not to sign an extended support agreement.

### **Performance History**

Vendor must disclose to Kankakee County any material defects or failures of the electronic poll book solution being proposed by Vendor occurring in the last three (3) years. Identify the election jurisdiction in which the defect or failure was discovered, describe in detail the nature of the defect or failure and steps taken to remedy the defect or failure, and provide the name and contact information for the election official who was in charge at the time such defect or failure was discovered.

**Quantity**

Any quantities shown in this RFP are estimates only provided for proposal solicitation purposes. Kankakee County reserves the right to increase or decrease quantities ordered for purposes of this project and shall be obligated to pay for only such quantities as are ordered.

**VENDOR RESPONSES**

-



## **SUBMITTAL REQUIREMENTS**

### **Detailed Submittal Requirements**

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance and clarity of content. The proposal should be organized into the following major sections:

- A. Introduction Material and Executive Summary
- B. Company Background
- C. Scope of Services
- D. Implementation Plan
- E. Client References
- F. Exceptions to the RFP
- G. Proposed Pricing Summary

#### **A. Introduction Material and Executive Summary**

The introductory material must include a title page with the RFP number, subject, name of the Proposer, address, telephone number, e-mail address, the date, letter of transmittal and a table of contents. The executive summary should be limited to a brief narrative summarizing the proposal.

#### **B. Company Background**

In this section provide information about the company so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in the response to this RFP. Information in this section should contain the following information in addition to the General Information Sheet that is also included as an exhibit to this RFP:

- Company name and location of the corporate headquarters and of the nearest office to Kankakee County.
- The number of years the company has been in business and the number of years the company has been providing services to the public sector.
- Include information on the number of members the company serviced as of 12/31/14, specifically in the public sector.
- Identify if the company serves other industries.
- Include a brief summary of the company's organizational characteristics such as the number of employees, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
- Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).

#### **C. Scope of Services**

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of services. For each task that is identified in the scope of services outlined in the specifications, please identify your firm's approach and response to address the desired service outlined. Please include:

#### **D. Implementation Plan**

This section should describe the Proposer's implementation. Proposers should assume that the County will contribute all necessary effort to ensure success in the project.

- Provide methodology for implementation. Methodology should include estimated timeframe, overview of deliverables, assumptions and assumed responsibilities and roles of the County and proposed project team.
- Proposer shall indicate the ability to have all services transitioned and effective based on the timeframe provided in the RFP. If this timeline cannot be met please propose a revised timeframe for consideration.
- Provide project team resumes for key members of the implementation team.

#### **E. Client References**

The County considers references to be an important factor in its decision to award a contract. Proposers should supply references that will be available to speak with the County. Three references should be provided that provided similar type of work completed in the past five years. A reference sheet is included as a submittal as part of this RFP document.

#### **F. Exceptions to the RFP**

All requested information to this RFP must be supplied as this document and subsequent proposals submitted help form the basis for a contract with the selected contractor. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County and the descriptions of the advantages or disadvantages to the County as a result of the exception. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

#### **G. Pricing Summary**

The price proposal cost sheeting included as part of this proposal shall be completed and returned with your response. Any additional services identified by the proposer shall be delineated separately for the County to consider.

Any consulting services beyond the scope of the contract that are requested by Kankakee County shall be provided by the proposer on a time and materials basis. Said billing rates shall remain at those rates until one year from the execution of the Contract at which time the proposer will provide time and materials assistance at the rate charged to other proposer's customers for similar services. Prior to commencement of any additional services, the proposer shall provide a detailed statement of work with a project plan in writing the labor hours, billing rate, description of services and/or work to be performed, the changes or additions to the software implementation, the way in which the systems will function upon completion of the modifications, and the estimated time period for the services to be performed. Kankakee County shall not be charged for any services until the additional services are approved by Kankakee County personnel in writing. Only after the proposer receives approval in writing from Kankakee County will the proposer perform the additional services.

## **EVALUATION**

The Evaluation Committee shall evaluate, in a fair and impartial manner, all proposals submitted in response to this RFP on the following criteria:

1. Experience, background, financial capability and years in business performing similar services
2. Understanding and ability to meet the scope of work
3. Understanding and ability to meet the technical requirements
4. Proposed Pricing Summary
5. Ability to meet County implementation schedule

### **Shortlist**

The County reserves the right to shortlist the proposers on all of the stated criteria. However, the County may determine that short-listing is not necessary.

### **Interviews**

The County reserves the right to conduct interviews with all or some of the proposers at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

### **Additional Investigations**

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

### **Best and Final Offer**

The County reserves the right to request a Best and Final Offer (BAFO) if additional information or modified terms are necessary for the Evaluation Committee to complete its evaluation and ranking. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed proposers, or if the short list process is not used, all qualified Proposers will be provided an opportunity to submit a modified Response. Only one BAFO request will be issued by the County. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.

**PRICE PROPOSAL**

**Electronic Pollbooks and Poll Site Management System for Kankakee County, IL**

**June 2015**

The proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. (Please attach additional sheets if necessary). The following information shall be submitted with the proposal:

**Price Proposal**

Cost associated with furnishing the proposed Electronic Pollbooks (160 Units) and Poll Site Management System	\$
Price per Electronic Pollbook \$_____ Each	
Equipment – please provide detailed listing of equipment necessary to implement the services	\$
Equipment – please provide detail of all software and hardware necessary to implement “ballot on demand” and/or “touch screen” ballot processing capabilities for universal voting sites.	
Configuration	\$
Training	\$
Annual Software Maintenance – please provide pricing for years 2 through 5	
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Annual Hardware Maintenance – please provide pricing for years 2 through 5	
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
<b>TOTAL</b>	<b>\$</b>

**GENERAL INFORMATION**

This section must be completed and returned with proposal. Attach additional pages as required to complete required documentation.

**AUTHORIZED NEGOTIATORS:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

In submitting this proposal, it is understood that the Kankakee County reserves the right to reject any or all Proposals, to accept a portion of a proposal, or to accept an alternate Proposal, and to waive any informalities in any Proposal.

**BUSINESS ORGANIZATION: (check one only)**

\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_ Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.

\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_

\_\_\_\_ Non-profit Corporation

\_\_\_\_ 501c3-- U.S. Internal Revenue Code

By signing this proposal document, the Proposer hereby certifies that it is not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

**REFERENCES**

List below other organizations (users of similar size and structure to Kankakee County preferred) for which these or other similar services have been provided:

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_

**QUALIFICATIONS**

(ATTACH ADDITIONAL PAGES AS NEEDED)

**Name and Address of Office from which this contract will be administered**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Project Manager \_\_\_\_\_

# Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Annual Sales: \$ \_\_\_\_\_ Dunn & Bradstreet #: \_\_\_\_\_

**List Employees Who Will be Dedicated to Kankakee County:** (Attach additional pages as necessary)

<b>NAME</b>	<b>POSITION</b>	<b>EXPERIENCE</b>	<b>RESPONSIBILITY</b>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Addendum Acknowledgement

The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #	SIGNATURE

*I have examined and carefully prepared the submittal documentation in detail before submitting my response to Kankakee County.*

\_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized \_\_\_\_\_

Representative: \_\_\_\_\_

Authorized *Signature* \_\_\_\_\_

Representative: \_\_\_\_\_

*Print*

Date: \_\_\_\_\_

It is the vendor's responsibility to check for addendums, posted on the website at <http://www.kankakeecountyclerk.com/press> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Kankakee County, vendors are required to acknowledge receipt of addendum via email to [smccarty@k3county.net](mailto:smccarty@k3county.net) prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.